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9 Attorneys for Defendants,
10 DARRICK ANGELONE; AONE
11 CREATIVE, LLC, and ON CHAIN
12 INNOVATIONS, LLC

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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

HIDDEN EMPIRE HOLDINGS, LLC;
a Delaware limited liability company;
HYPER ENGINE, LLC; a California
limited liability company; DEON
TAYLOR, an individual,

Plaintiffs,

v.

DARRICK ANGELONE, an
individual; AONE CREATIVE, LLC,
formerly known as AONE
ENTERTAINMENT LLC, a Florida
limited liability company; and ON
CHAIN INNOVATIONS, LLC, a
Florida limited liability company,
Defendants.

Case No.: 2:22-cv-06515-MFW-AGR

**AMENDED STIPULATED
PROTECTIVE ORDER**

Action Filed: Sept. 12, 2022

Trial Date: June 11, 2024

Assigned for all purposes to the
Honorable Judge Michael W. Fitzgerald

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth in
11 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve internet data, records of online activity, trade
17 secrets, and valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, private personal information or secrets, confidential business or financial
22 information, information regarding confidential business practices, or other
23 confidential research, development, or commercial information (including
24 information implicating privacy rights of third parties), information otherwise
25 generally unavailable to the public, or which may be privileged or otherwise
26 protected from disclosure under state or federal statutes, court rules, case decisions,
27 or common law. Accordingly, to expedite the flow of information, to facilitate the
28 prompt resolution of disputes over confidentiality of discovery materials, to

1 adequately protect information the parties are entitled to keep confidential, to ensure
2 that the parties are permitted reasonable necessary uses of such material in
3 preparation for and in the conduct of trial, to address their handling at the end of the
4 litigation, and serve the ends of justice, a protective order for such information is
5 justified in this matter. It is the intent of the parties that information will not be
6 designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10
11 2. DEFINITIONS

12 2.1 Action: this pending federal lawsuit.

13
14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
17 it is generated, stored or maintained) or tangible things that qualify for protection
18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
19 Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

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27 3. SCOPE
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1 The protections conferred by this Stipulation and Order cover not only
 2 Protected Material (as defined above), but also (1) any information copied or
 3 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 4 compilations of Protected Material; and (3) any testimony, conversations, or
 5 presentations by Parties or their Counsel that might reveal Protected Material. Any
 6 use of Protected Material at trial shall be governed by the orders of the trial judge.
 7 This Order does not govern the use of Protected Material at trial.

8 9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations
 11 imposed by this Order shall remain in effect until a Designating Party agrees
 12 otherwise in writing or a court order otherwise directs. Final disposition shall be
 13 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
 14 or without prejudice; and (2) final judgment herein after the completion and
 15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 16 including the time limits for filing any motions or applications for extension of time
 17 pursuant to applicable law.

18 19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection
 22 under this Order must take care to limit any such designation to specific material
 23 that qualifies under the appropriate standards. The Designating Party must designate
 24 for protection only those parts of material, documents, items, or oral or written
 25 communications that qualify so that other portions of the material, documents,
 26 items, or communications for which protection is not warranted are not swept
 27 unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper
2 purpose (e.g., to unnecessarily encumber the case development process or to impose
3 unnecessary expenses and burdens on other parties) may expose the Designating
4 Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this
9 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
18 contains protected material. If only a portion or portions of the material on a page
19 qualifies for protection, the Producing Party also must clearly identify the protected
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the
26 documents it wants copied and produced, the Producing Party must determine which
27 documents, or portions thereof, qualify for protection under this Order. Then, before
28 producing the specified documents, the Producing Party must affix the

1 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
 2 portion or portions of the material on a page qualifies for protection, the Producing
 3 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
 4 markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify the
 6 Disclosure or Discovery Material on the record, before the close of the deposition all
 7 protected testimony.

8 (c) for information produced in some form other than documentary and for
 9 any other tangible items, that the Producing Party affix in a prominent place on the
 10 exterior of the container or containers in which the information is stored the legend
 11 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 12 protection, the Producing Party, to the extent practicable, shall identify the protected
 13 portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 15 failure to designate qualified information or items does not, standing alone, waive
 16 the Designating Party’s right to secure protection under this Order for such material.
 17 Upon timely correction of a designation, the Receiving Party must make reasonable
 18 efforts to assure that the material is treated in accordance with the provisions of this
 19 Order.

20 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 23 designation of confidentiality at any time that is consistent with the Court’s
 24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 26 resolution process under Local Rule 37.1 et seq.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on
 28

1 the Designating Party. Frivolous challenges, and those made for an improper
 2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 3 parties) may expose the Challenging Party to sanctions. Unless the Designating
 4 Party has waived or withdrawn the confidentiality designation, all parties shall
 5 continue to afford the material in question the level of protection to which it is
 6 entitled under the Producing Party's designation until the Court rules on the
 7 challenge.

8 9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 11 disclosed or produced by another Party or by a Non-Party in connection with this
 12 Action only for prosecuting, defending, or attempting to settle this Action. Such
 13 Protected Material may be disclosed only to the categories of persons and under the
 14 conditions described in this Order. When the Action has been terminated, a
 15 Receiving Party must comply with the provisions of section 13 below (FINAL
 16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
 18 location and in a secure manner that ensures that access is limited to the persons
 19 authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 21 otherwise ordered by the court or permitted in writing by the Designating Party, a
 22 Receiving Party may disclose any information or item designated
 23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
 25 employees of said Outside Counsel of Record to whom it is reasonably necessary to
 26 disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of the
 28 Receiving Party to whom disclosure is reasonably necessary for this Action;

1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action and who have
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (g) the author or recipient of a document containing the information or a
10 custodian or other person who otherwise possessed or knew the information;

11 (h) during their depositions, witnesses, and attorneys for witnesses, in the
12 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
13 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
14 not be permitted to keep any confidential information unless they sign the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
16 agreed by the Designating Party or ordered by the court. Pages of transcribed
17 deposition testimony or exhibits to depositions that reveal Protected Material may
18 be separately bound by the court reporter and may not be disclosed to anyone except
19 as permitted under this Stipulated Protective Order; and

20 (i) any mediator or settlement officer, and their supporting personnel,
21 mutually agreed upon by any of the parties engaged in settlement discussions.

22
23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this Action as
27 “CONFIDENTIAL,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to
3 issue in the other litigation that some or all of the material covered by the subpoena
4 or order is subject to this Protective Order. Such notification shall include a copy of
5 this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be pursued
7 by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this
10 action as “CONFIDENTIAL” before a determination by the court from which the
11 subpoena or order issued, unless the Party has obtained the Designating Party’s
12 permission. The Designating Party shall bear the burden and expense of seeking
13 protection in that court of its confidential material and nothing in these provisions
14 should be construed as authorizing or encouraging a Receiving Party in this Action
15 to disobey a lawful directive from another court.

16
17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
21 produced by Non-Parties in connection with this litigation is protected by the
22 remedies and relief provided by this Order. Nothing in these provisions should be
23 construed as prohibiting a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s confidential information in its possession, and the Party is
26 subject to an agreement with the Non-Party not to produce the Non-Party’s
27 confidential information, then the Party shall:

28 (1) promptly notify in writing the Requesting Party and the Non-

1 Party that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Stipulated
4 Protective Order in this Action, the relevant discovery request(s), and a reasonably
5 specific description of the information requested; and

6 (3) make the information requested available for inspection by
7 the Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court
9 within 14 days of receiving the notice and accompanying information, the Receiving
10 Party may produce the Non-Party's confidential information responsive to the
11 discovery request. If the Non-Party timely seeks a protective order, the Receiving
12 Party shall not produce any information in its possession or control that is subject to
13 the confidentiality agreement with the Non-Party before a determination by the
14 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
15 expense of seeking protection in this court of its Protected Material.

16
17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
23 persons to whom unauthorized disclosures were made of all the terms of this Order,
24 and (d) request such person or persons to execute the "Acknowledgment and
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

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27 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
28 PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain
2 inadvertently produced material is subject to a claim of privilege or other protection,
3 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
4 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
5 may be established in an e-discovery order that provides for production without
6 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
7 as the parties reach an agreement on the effect of disclosure of a communication or
8 information covered by the attorney-client privilege or work product protection, the
9 parties may incorporate their agreement in the stipulated protective order submitted
10 to the court.

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12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
14 person to seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Protective Order no Party waives any right it otherwise would have to object to
17 disclosing or producing any information or item on any ground not addressed in this
18 Stipulated Protective Order. Similarly, no Party waives any right to object on any
19 ground to use in evidence of any of the material covered by this Protective Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any
21 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
22 only be filed under seal pursuant to a court order authorizing the sealing of the
23 specific Protected Material at issue. If a Party's request to file Protected Material
24 under seal is denied by the court, then the Receiving Party may file the information
25 in the public record unless otherwise instructed by the court.

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27 13. FINAL DISPOSITION
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1 After the final disposition of this Action, as defined in paragraph 4, within 60
2 days of a written request by the Designating Party, each Receiving Party must return
3 all Protected Material to the Producing Party or destroy such material. As used in
4 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
5 summaries, and any other format reproducing or capturing any of the Protected
6 Material. Whether the Protected Material is returned or destroyed, the Receiving
7 Party must submit a written certification to the Producing Party (and, if not the same
8 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
9 (by category, where appropriate) all the Protected Material that was returned or
10 destroyed and (2) affirms that the Receiving Party has not retained any copies,
11 abstracts, compilations, summaries or any other format reproducing or capturing any
12 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
13 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
14 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
15 reports, attorney work product, and consultant and expert work product, even if such
16 materials contain Protected Material. Any such archival copies that contain or
17 constitute Protected Material remain subject to this Protective Order as set forth in
18 Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

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5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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7
8 DATED: April 20, 2023

SANDERS ROBERTS LLP

9
10 By: /s/ Lawrence Hinkle

Lawrence Hinkle, Esq.

Stephanie Jones Nojima, Esq.

Attorneys for Plaintiffs
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14 DATED: April 20, 2023

LAW OFFICES OF J.T. FOX & ASSOCIATES,
A.P.C.

16 By: /s/ J.T. Fox

J.T. Fox, Esq.

Attorney for Defendants
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21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23 DATED: June 5, 2023

24
25 Alicia G. Rosenberg
Honorable Alicia G. Rosenberg
26 United States District/Magistrate Judge
27
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on [date] in the case of Hidden Empire Holding, LLC et al. v.
Darrick Angelone, et al. (Case No. 2:22-cv-06515-MFW-AGR). I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____